

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Lipsen, Hamberger, Whitten & Hamberger 8th Floor, 1725 DeSales St., NW, Washington, DC 20036	2. Registration No. 3586
3. Name of foreign principal Vosper Thornycroft (UK) Ltd.	4. Principal address of foreign principal Victoria Road, Woolston Southampton, England 50956R

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state: n/a

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: n/a

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal
manufacturer of boats

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b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

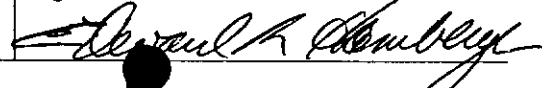
n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. publicly owned corporation

Date of Exhibit A
September, 19, 1987

Name and Title
Edward R. Hamberger
Managing Partner

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Lipsen, Hamberger, Whitten & Hamberger	Vosper Thornycroft (UK) Ltd.

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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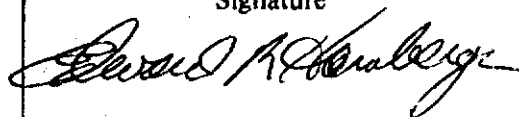
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Advising client on the potential Congressional funding for a competitive test and purchase of a minehunting boat and advising Members of Congress and their staffs on the capabilities of and delivery schedules for the client's minehunting boat.

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6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
Sept. 14, 1987	Edward R. Hamberger Managing Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

THIS AGREEMENT is made the 21st day of July 1986 between

(A) VOSPER THORNYCROFT (UK) LIMITED of Victoria Road, Woolston, Southampton, S09 5GR, Hampshire, England, and

(B) LIPSEN, HAMBERGER, WHITTEN AND HAMBERGER of 1725 De Sales Street, N.W., Washington D.C. 20036

WHEREBY IT IS AGREED as follows

1. Vosper Thornycroft (UK) Limited retains the services of Lipsen, Hamberger, Whitten and Hamberger for government representation to assist with Department of Defense contract opportunities. Specifically, Lipsen, Hamberger, Whitten and Hamberger will use its best efforts to assist Vosper Thornycroft (UK) Limited in marketing the Single Role Minehunter before the U.S. Congress and the Department of the Navy.
2. Lipsen, Hamberger, Whitten and Hamberger will also provide all legal work necessary to enable Vosper Thornycroft (UK) Limited to attain its goals, including but not limited to establishing a teaming arrangement, negotiating contracts, complying with U.S. Government contract requirements and other applicable U.S. law.
3. Lipsen, Hamberger, Whitten and Hamberger will serve as Government Affairs Representatives concerning the above mentioned activities for a monthly fee of \$10,000.00 per month to be billed on an end-of-month basis.

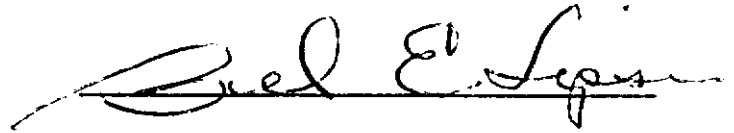
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4. The fee in paragraph three above is understood to cover all normal out-of-pocket expenses. With prior approval Vosper Thornycroft (UK) Limited will reimburse Lipsen, Hamberger, Whitten and Hamberger for extraordinary expenses and will be billed on a monthly basis for those expenses incurred. An example of such expenses would be invitational travel to visit facilities in England.
5. Unless it is extended by the mutual agreement of the parties hereto, and such agreement is confirmed in writing, this Agreement shall expire three months from the date hereof.
6. Either party shall have the right to terminate this Agreement by giving thirty days written notice to the other party.
7. Lipsen, Hamberger, Whitten and Hamberger shall not represent any competitor or potential competitor of Vosper Thornycroft (UK) Limited in connection with products similar in nature to the Single Role Minehunter during the period of this Agreement.
8. Lipsen, Hamberger, Whitten and Hamberger warrants that all communications, data and material pertinent to this contract will be confidential and will be protected under the attorney-client privilege doctrine.
9. The parties hereto agree that should Vosper Thornycroft (UK) Limited be awarded a contract from the U.S. Navy to build one or more Single Role Minehunters in the United Kingdom, Vosper Thornycroft (UK) Limited will need continued substantial legal and government affairs representation in the United States. In that event Vosper Thornycroft (UK) Limited intends to utilise the services of Lipsen, Hamberger, Whitten and Hamberger in accordance with the terms of the unexecuted contract attached as Appendix 1.

10. This agreement will be governed by the laws of the District of Columbia and the United States of America.

A handwritten signature in dark ink, appearing to be 'P. J. Usher', written over a horizontal line.

P. J. Usher
Vosper Thornycroft (UK) Limited

A handwritten signature in dark ink, appearing to be 'Zel E. Lipsen', written over a horizontal line.

Zel E. Lipsen
Lipsen, Hamberger, Whitten and
Hamberger